

Terms and Conditions – Robin and Martin Limited

Parties: Robin and Martin Limited, registered in England 07551112, whose registered office is Leofric House, Binley Road, Gosford Green, Coventry, CV3 1JN, herein referred to as the Company

And the Customer named in the attached Agreement Summary, herein referred to as the Customer

1. Contract Dates
 - 1.1. The Company will commence the Services on the Start Date. This shall be the Initial Term which shall automatically continue for subsequent annual periods thereafter.
2. Standard Business Hours
 - 2.1. Standard Days of Work; Monday to Friday, excluding Bank and Special Holidays
 - 2.2. Standard Hours of work; 8:30 am to 4:30 pm each working day.
 - 2.3. The Company reserves the right to refuse requests or make additional charges for any work carried out outside these hours.
 - 2.4. Half day is defined as up to 3.5 hours and a full day, from 3.5 hours to 7 hours.
3. Warranty
 - 3.1. The Company represents and warrants that:
 - 3.1.1. It will perform the Services with reasonable skill and efficiency, conforming to accepted industry standard practices.
 - 3.1.2. It will supply the Services by appropriately DBS certified staff, together with a Children's Barred List check completed and received clear.
 - 3.1.3. Full safer recruitment checks have also been undertaken, together with satisfactory references, Identity Checks and the Right to Work within the UK
 - 3.1.4. The Company will maintain in force [with a reputable insurance company or companies] public and product liability, professional indemnity and employers liability insurance.
4. Service
 - 4.1. The restrictions set out in the accompanying Service Level Agreement applies to the Services.
 - 4.2. Unless otherwise specified, Services provided by the Company, which are as a result of actions or omissions outside the Company's control will be deemed as 'Additional Services' and include but are not limited to:
 - 4.2.1. Connectivity problems due to faulty physical network cabling or wireless
 - 4.2.2. Faulty hardware that is not already under a Hardware Maintenance Agreement with the Company
 - 4.2.3. Lack of valid back up data or poor integrity of back up data
 - 4.2.4. Software problems not supported by the Company
 - 4.2.5. Where the problem is deemed by the Company as misuse by the Customer.
 - 4.3. The Customer shall provide permission to the Company access to relevant hardware and software as reasonably required in the provision of services.
 - 4.4. The Customer warrants that he is the legal owner or licensee of all software and hardware that the Company supports as part of the Services.
 - 4.5. Where the issue is deemed a network management task; i.e. software deployment, provision will be made to inform the IT Engineer before their next scheduled visit and the Ticket marked as 'on-hold' until fully resolved by the IT Engineer.
 - 4.6. Where an urgent onsite visit is required, the Company will confirm additional costs with the Customer before an onsite visit is completed.
 - 4.7. The Company reserves the right to re-categorise a Ticket based on further investigations, informing the Customer as to reasons why.
5. Performance
 - 5.1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
 - 5.2. Should a project extends beyond the Company's technical expertise or resources, the Company may, with the prior agreement of the Customer, arrange for a suitable third party organisation to carry out the work.
 - 5.3. Should a change of the regular times be required then this will be duly considered on receipt of your written request.
 - 5.4. The Customer will be required to renew the Agreement in writing at least 30 days prior to the new Start Date in order to receive continuous services.
6. Malware and Virus Infections
 - 6.1. It is the Customers responsibility to ensure all devices have the appropriate malware and virus protection software in place.
 - 6.2. To ensure that all users are educated in how to avoid infection.
 - 6.3. In the event of an infection on a single device, upon request, the Company will make best endeavours to clean the infection via a Remote Session, however, this may not always be possible and may need a chargeable onsite visit.
 - 6.4. If in need of an onsite visit, or that the work will take an extensive period of time, the Company will offer further courses of action for that single piece of hardware.
 - 6.5. If it is found that the infection covers more than one device, a plan of action will be discussed and agreed, together with any charges, with the Customer before any work is undertaken.
7. Customer Obligations
 - 7.1. It is the responsibility of the Customer to:
 - 7.1.1. Backups must be performed on a daily basis and the storage of weekly and monthly backup media will be the responsibility of the Customer.
 - 7.1.2. Backup media should be either be stored via a cloud service or put into an on-site fireproof safe.
 - 7.1.3. The validity of the data held on the server will be the responsibility of the Customer as will the storage and handling of the backup media.
 - 7.1.4. If the Customer chooses not follow the advice of the Company with regard to backup solutions, the Company will under no circumstances accept liability for loss of data or any costs associated with restoration or reconstruction of network software installed on any hardware owned, hired or leased by the Customer.
8. Currency
 - 8.1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.
9. Charges / Payment
 - 9.1. The Charges for services for the Initial Term are set out in the attached Service Level Agreement Summary.
 - 9.2. The Customer will be invoiced annually in advance.
 - 9.3. For work and projects undertaken outside of the period covered by this agreement the charges will be:
 - 9.3.1. £50 + VAT for each hour or part of supported off site.
 - 9.3.2. £95 + VAT for call out and the first hour of support on site, plus £35 per half hour or part of thereafter.
 - 9.3.3. £250 + VAT for each half day contracted for.
 - 9.4. Non-Customer rates will be charged at the following rates :
 - 9.4.1. £75 + VAT for each hour or part of supported off site.
 - 9.4.2. £140 + VAT for call out and the first hour of support on site, plus £55 per half hour or part of thereafter.
 - 9.4.3. £325 + VAT for each half day contracted for.
 - 9.5. Invoices submitted by the Company to the Customer are due within 30 days of receipt.
 - 9.6. Invoices will be sent via email to an email address provided by the Customer.
 - 9.7. Paper invoices can be posted, but will incur a postage and administration charge of £3 per invoice
 - 9.8. The Payment as stated in this Agreement does not include Value Added Tax [VAT]. VAT is charged at the prevailing rate [currently 20%].
 - 9.9. The Company reserves the right to suspend the Agreement or the provision of any services, such suspension shall not be deemed to represent a waiver for the Company to terminate this Agreement.
 - 9.10. Upon expiry of the Initial Term, the Company reserves the right to increase the charges, subject to, giving the customer at least 90 days written notice.
 - 9.11. The Company reserves the right to charge for pre-scheduled activities which are subsequently cancelled by the Customer at the rates of: 100% if less than 2 full working day's notice provided, 66% if less than 10 working day's notice provided, 33% if less than 20 working day's notice.
10. Reimbursement of Expenses
 - 10.1. The Company will be reimbursed from time to time for reasonable and necessary expenses incurred by the Company in connection with providing the Services.
 - 10.2. All expenses must be pre-approved by the Customer.
11. Penalties for Late Payment
 - 11.1. Without Prejudice, any late payments will trigger an interest charge of 8.00% per annum, pro-rated on the amount still owing in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date. Any Court Fees or legal costs in pursuing the Customer for amounts owed will be re-chargeable to the Customer in full.

Signed by Customer..... Print NameDate

Terms and Conditions – Robin and Martin Limited

12. Agency / Capacity/ Independent Company
 - 12.1. In providing the Services under this Agreement it is expressly agreed that the Company is acting as an independent Company and not as an employee. The Company and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a Contract for Service.
 - 12.2. The Company will not under any circumstances within the Agreement offer any IT training to other Company's employed or contracted to the Customer.
 - 12.3. The Company will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Service Level Agreement Charge.
 - 12.4. The IT Support Technician is employed by the Company and sub contracted to the Customer. In the event that the IT Support Technician should be offered and accept permanent or temporary employment with the Customer, within six months of leaving the Company, then a fee of 66% + VAT of their first new annual salary will be payable by the Customer to the Company as an introduction fee. The Company will be entitled to request proof of payrolled Salary payments for the first 9 months.
13. Confidentiality
 - 13.1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and Customer records, that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.
 - 13.2. The Company agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Company has obtained, except as authorised by the Customer or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
 - 13.3. All written and oral information and material disclosed or provided by the Customer to the Company under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Company.
 - 13.4. The Customer consents to the electronic storage and processing of their personal data by the Company in connection with this Agreement and any services provided under it. The Customer also consents to the transmission of said data across the Company and its business partners for legitimate business purposes including statistical analysis, marketing and credit control. All data held within the Company complies with the Data Protection ACT 2018.
 - 13.5. If the Customer is in breach of this Agreement, the Customer's personal data may be disclosed to third parties only to the extent necessary to assist recovery procedures.
14. GDPR Compliance
 - 14.1. Confirmation that all data held by, or accessed by the Company, complies with the Data Protection Act 2018
15. Ownership of Intellectual Property
 - 15.1. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Company. The use of the Intellectual Property by the Company will not be restricted in any manner.
16. Return of Property
 - 16.1. Upon the expiry or termination of this Agreement and the full settlement of any Customer outstanding invoices to the Company, the Company will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.
17. Termination / Notice
 - 17.1. This agreement may only be terminated by giving at least 3 calendar month's notice in writing to the Company prior to the end of the agreement.
 - 17.2. If notice is not received by the Company prior to the due date the Company reserves the right to only accept such notice one year from the original agreement end date.
 - 17.3. The Company may terminate this agreement should the Customer commit an act of Bankruptcy or fail to pay any invoice from the Company.
 - 17.4. Should the Customer wish to terminate this agreement after the Initial Term, prior to the end of the agreement period the Company is entitled to 95% of the balance payable for the remaining term of the Agreement. No refund of fees paid by the Customer to the Company will be made.
 - 17.5. Should the Customer terminate this agreement, without entering into a new agreement with the Company, the charges payable will be for that of a Non-Customer.
18. Communication
 - 18.1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
 - 18.2. Via email to Deborah.jones@robinandmartin.co.uk and accounts@robinandmartin.co.uk.
 - 18.3. Via post to Robin and Martin Limited 20 Harriott Drive, Heathcote Industrial Estate, Warwick, England, CV34 6TJ or to such other address as either Party may from time to time notify the other.
19. Indemnification
 - 19.1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.
 - 19.2. The Company's liability to the Customer arising out of, or in connection with the services as described in Service Level Agreement Summary or any other work contracted for, shall be limited and the Company shall not in any circumstances be responsible for any loss of profits, goodwill, loss of business, loss of data or any other consequential loss damage whatsoever; with the exception of personal injury or death due to negligence or omissions on the part of the Company.
20. Modification of Agreement
 - 20.1. The Company reserves the right to make minor changes to this Agreement and will notify the Customer of such changes. Any other amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.
21. Time of the Essence
 - 21.1. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.
22. Force Majeure
 - 22.1. The Company will not be liable for any costs, damages, delays or failures to perform a particular service to the Customer or for any consequences thereof if such occurrence is the result of industrial dispute, act of terrorism, riot, act of war, fire, explosion, earthquakes, acts of god, flood, drought, bad weather or any act of order by Government, council or other circumstances which are beyond the control of the Company and which constitute Force Majeure; provided that both parties will use reasonable endeavours to minimise the period of disruption caused by the Force Majeure
23. Assignment
 - 23.1. The Customer may not assign this agreement at any time without the prior written consent of the Company; however the Company may assign its interest and/or obligations in this agreement at its discretion and all references to the Company shall include such assignee/s or third party/s.
24. Capacity to Sign
 - 24.1. The Customer must ensure that the person signing this agreement is an officially authorised signatory of the Customer to do so, and in doing so the Customer accepts that the contract shall be binding.
25. Entire Agreement
 - 25.1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
26. Enduement
 - 26.1. This Agreement will endure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.
27. Titles / Headings
 - 27.1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
28. Gender
 - 28.1. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
29. Governing Law
 - 29.1. This Agreement will be governed by and construed in accordance with the laws of England.
30. Severability
 - 30.1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
31. Waiver
 - 31.1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Signed by Customer..... Print NameDate